



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE

REFER TO FILE: **BRC-1**

May 22, 2023

### **REQUEST FOR PROPOSALS – INFORMATIONAL UPDATE NO. 1 SECURITY SERVICES FOR PUBLIC WORKS CENTRAL YARD AND VARIOUS FIELD OFFICE LOCATIONS (BRC0000396)**

Please note that the deadline for proposal submission via BidExpress or Public Works Cashier's Office is **Thursday, May 25, 2023, at 5:30 p.m.**

All addenda and informational updates will be posted online at the following address, <https://pw.lacounty.gov/brcd/servicecontracts>. Please check the website frequently for any changes to this solicitation.

**Important Notice:** Due to Public Works' operational needs to receive and successfully evaluate proposals for these contracts' award, and the rapidly approaching proposal submission deadline, no additional questions will be accepted. Proposers are strongly recommended to fully read the Request for Proposals (RFP) in its entirety including all addenda and informational updates to address any additional questions or concerns.

### **QUESTIONS AND ANSWERS:**

The following are the Questions and Answers in response to requests for information and clarification and other questions submitted by proposers for the RFP for Security Services for Public Works Central Yard and Various Field Office Locations (BRC0000396), issued on April 25, 2023. The questions presented in this below represent the questions asked by the proposers in the form and context as submitted:

- 1. Question:** Is there an incumbent contractor? If so, could you identify who the contractor is?

**Answer:** The current contractor for these service locations is Allied Universal.

- 2. Question:** If there is an incumbent contractor, are you able to provide the current contract value, annual cost, and billing rates for each group?

**Answer:** The current contractor for the services is Allied Universal and the hourly rates for the current term are as follows:

Group A locations:

- Armed Guard: \$31.87/hr.
- Unarmed Guard: \$29.63/hr.
- Armed Sergeant: \$32.94/hr.
- Armed Lieutenant: \$34.76/hr.

Group B locations:

- Armed Guard: \$31.86/hr.
- Unarmed Guard: \$29.62/hr.
- Armed Sergeant: \$32.93/hr.
- Armed Lieutenant: \$34.75/hr.

Please note this solicitation includes changes to post requirements, locations, and overall hours from the current contract for these services. It is the sole responsibility of the proposer to fully review the scope of work and all exhibits to ensure they are familiar with the specifications detailed therein.

3. **Question:** Could the County provide the intended start date for the contracts resulting from this procurement?

**Answer:** Contracts awarded from this solicitation may commence in March 2024 upon expiration of current contracts. Please note, this is only an approximation and the actual contract commencement dates may vary from one another due to multiple factors including, but not limited to, Public Works' operational needs and the time necessary to complete the solicitation process.

4. **Question:** Could the County clarify if any locations require a patrol vehicle? Are golf carts allowed in lieu of patrol vehicle?

**Answer:** Presently, there are no vehicle patrol requirements for any locations listed in Groups A or B. Patrol requirements consist of on-foot patrolling of the location, where applicable. Please refer to Figure 2 of Exhibits G.1 and G.2 for the post details of each site for the given service location group. Should vehicular patrols be requested at a later date, the contractor shall provide a security vehicle for the performance of patrols as required by the contract when requested and authorized by Public Works. Vehicle travel costs incurred in the performance of required patrols shall be reimbursed at the County's current employee permittee mileage rate upon approval from the CM and/or PWR, which will be provided to the contractor upon request, as stated in Exhibit A, Scope of Work, Work Description, Section E.1.b.

5. **Question:** What is the meal break compliance for this project?

**Answer:** For Group A locations, post details as provided on Exhibit G.1 do not include a meal period for any shifts. It is the sole responsibility of the contractor to ensure posts shall be covered at all times from shift start to shift end. The guard may arrange with the contract manager to take a meal while on-duty. However, if an

off-duty meal break is required, it will be at the discretion of your firm to provide a rover to relieve the guard as the post must be covered at all times.

For Group B locations, post details as provided on Exhibit G.2 do include a 30-minute unpaid meal period per shift. The guard must arrange with the on-site contract manager a designated time for their off-duty meal break as the designated time of the meal period will be at the discretion of the on-site contract manager and may vary due to operational needs.

- 6. Question:** Can Service Contract General Requirements Exhibit B Section 3.B on page B.24 be revised to give the Contractor the reciprocal right to terminate the Contract for convenience on 180 days' prior written notice to the County?

**Answer:** No, the proposed modification will not be accepted. All contract optional terms will be exercised at the sole discretion of the County.

- 7. Question:** Will the County permit rate increases to allow the Contractor to recoup increases in the County Living Wage from time to time, since the amount of those increases in future years cannot be accurately quantified at this time? If so, please describe the process by which the Contractor will be able to submit a request for a rate adjustment.

**Answer:** No. There will be no renegotiation of rates. Rates for the renewal terms, if exercised, will be in accordance with the contract's rates as provided on the corresponding Form PW-2 for the given term. Contractors are required to pay the minimum annual County Living Wage rate regardless if the contractor underestimated the future County Living Wage rates during the renewals on Form PW-2. Please note, proposers are provided multiple terms on the Schedule of Prices (Form PW-2) and corresponding Cost Methodology (Form LW-8) for contract terms 1 through 4 to allow for separate pricing to be submitted as necessary to anticipate the annual living wage rate increases. Please bid accordingly. The County makes no representations regarding any future costs or wage rates that may become necessary to pay employees of the contractor for the work to be performed during the contract period. Please also review Part I, Section 3.R, Wages, Materials, and other Costs as provided in the RFP document.

- 8. Question:** Can Service Contract General Requirements Exhibit B Section 3.C on page B.25 be revised to give the Contractor the right to terminate the Contract for a payment default by the County that is not cured within sixty (60) days after receipt of written notice by the County?

**Answer:** No, the proposed modification will not be accepted. Please also review Exhibit B.2, Section PP, Method of Payment and Required Information.

- 9. Question:** Our company stands behind our security services and regularly accepts the obligation to indemnify clients for any losses, costs or damages that are caused by the acts or omissions of our personnel in the performance of security services under client agreements. However, we cannot assume liability for any portion of a client's negligence. Can Service Contract General Requirements Exhibit B Section 5.B on page B.32 be revised as follows to reflect those parameters: On line 7, replace the phrase "arising from the sole" with the phrase "to the extent caused by the."

**Answer:** No. The proposed modification will not be accepted. Please note that any exception, modification, additions, deletions, or other alterations to the contract will render the proposal nonresponsive and subject it to disqualification.

- 10. Question:** We note that the County requires that the County's rights as an additional insured extend to the Contractor's entire tower of insurance. See Service Contract General Requirements Exhibit B Section 5.D.3 on page B.34, 3rd sentence. Our company maintains insurance limits that are commensurate with our size and scope of operations. This requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the County would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. However, we appreciate the County's desire for additional coverage, and therefore we propose a compromise whereby: all Commercial General Liability limits will be increased to \$15 million; and Auto Liability limits will be increased to \$5 million combined single limit per accident in exchange for deletion of the cited sentence. Is that compromise acceptable?

**Answer:** No. The proposed modification will not be accepted. Please note that any exception, modification, additions, deletions, or other alterations to the contract will render the proposal nonresponsive and subject it to disqualification.

- 11. Question:** Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Furthermore, because our additional insured endorsements are blanket endorsements, additional insureds need not be expressly named in order to be covered. Can the provisions cited below be revised as follows to reflect those parameters?

Service Contract General Requirements Exhibit B Section 5.D.3 on page B.34:

- On line 6, insert the following phrase after the word “County” at the end of the first sentence:
  - “...to the extent such liability is covered by the Contractor’s indemnification obligations under this Contract and up to the required insurance coverage amount.”
- On lines 9-10, replace the phrase “whether such liability is attributable to the Contractor or the County” with the phrase “except to the extent such liability is alleged to be attributable to the County.”
- Service Contract General Requirements Exhibit B Section 5.F.1 on page B.37:
  - On line 2, replace the word “naming” with the word “including.”
  - On line 4, insert the phrase “to the extent of the Contractor’s indemnification obligations under this Contract and up to the required insurance coverage amount” after the reference to “additional insured.”

**Answer:** No. The proposed modification will not be accepted. Please note that any exception, modification, additions, deletions, or other alterations to the contract will render the proposal nonresponsive and subject it to disqualification.

**12.Question:** We note that the successful bidder must provide a performance bond in the sum of at least 50% of the annual contract price. See RFP cover letter; Section 1.B.5 on page 3; Contract Section 14 on page 3; Contract Exhibit A, Section F.5 on page A.6. However, Section 4.F on page 1.43 states that the bond amount may be as large as 100% of the annual contract amount. Please clarify the bond amount.

**Answer:** The contractor must annually provide a faithful performance bond in the sum of not less than 50 percent of the annual contract price, as specified in Part II, Sample Agreement. The language referenced from Part I, Section 4.F, Negotiation, is reserved for instances where the highest-rated proposer receives a low score or zero score in Financial Resources criteria in accordance with Part I, Section 4.E, Evaluation Criteria. Public Works reserves the right to request a County approved performance Guarantee such as a letter of credit or performance bond in an amount up to 100 percent of the annual contract amount, under such circumstances as stated.

**13.Question:** Must a separate performance bond be submitted for each contract awarded to a successful bidder?

**Answer:** Yes, the successful proposer must submit separate performance bonds for each contract awarded as each awarded contract may have different start and end dates among other variables from one another.

**14.Question:** Our company maintains a self-insured retentions and deductibles on our insurance policies that are commensurate with our financial size and stability, and which cannot be reduced/eliminated with respect to a specific client. Should a client require added security, we will provide a parent company guarantee of losses and expenses that fall within the policy SIRs and deductibles. Will the County revise Contract Exhibit B Section D.10 on page B.36 as follows to reflect that standard?

- Delete the last two sentences and replace with the following: “The County retains the right to require Contractor to provide a parent company guaranty of Contractor’s payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.”

**Answer:** No. The proposed modification will not be accepted. Please review Exhibit B.5, Section D, General Insurance Requirements, Item b, for information pertaining to self-insured retentions. Be advised, any exception, modification, additions, deletions, or other alterations to the contract will render the proposal nonresponsive and subject it to disqualification.

**15.Question:** We note that credit checks must be performed on all officers. See Contract Exhibit A Section F.9.f.7 on page A.8. We assume that the Contractor’s compliance with that requirement is intended to be in accordance with applicable law addressing the right of an employer to conduct a credit check. Will the County revise the cited section to add the following as the last sentence?

- “Anything to the contrary notwithstanding, credit checks shall be performed only to the extent permitted by applicable law.”

**Answer:** No. The proposed language is not necessary as the contractor is required to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, procedures, and all provisions required thereby to be included in this contract as stated in Exhibit B, Section F, Compliance with Applicable Laws. Please note that any exception, modification, additions, deletions, or other alterations to the contract will render the proposal nonresponsive and subject it to disqualification.

**16.Question:** We assume that the Contractor’s compliance with the fitness standards in Contract Exhibit A Section F.9.g on page A.8 and Section F.10.a on page A.9 is intended to be in accordance with applicable law, including the Americans with Disabilities Act. Will the County revise the cited sections as follows to achieve alignment with the parameters of the Americans with Disabilities Act?

- Contract Exhibit A Section F.9.g on page A.8. Please replace with the following:  
“Security officers shall be physically capable of performing all essential job duties, with or without reasonable accommodation.”
- Contract Exhibit A Section F.10.a on page A.9. Please replace with the following:  
“The Contractor certifies that officers assigned to work at Public Works facilities are physically, psychologically and emotionally capable of performing all essential job duties, with or without reasonable accommodation.”

**Answer:** Please refer to the answer to Question 15.

**17.Question:** Bidders are required to confirm compliance with the County's Fair Chance Employment Policy which is designed to remove job barriers for individuals with criminal records. See Section 1.X on page 1.12 and Contract Exhibit B Section 2.QQ on page B.22. EEOC Enforcement Guidance 915.002 (4/25/12) also addresses this issue. We assume that the County's discretion in adjudication of criminal background checks and access authorizations should also be limited by the parameters of applicable law. Will the County revise the sections cited below as follows to achieve alignment with applicable law?

- Contract Exhibit A Section O.6.a on pages A.21- A.22; Insert the following as the last sentence:
  - “ Anything to the contrary notwithstanding, the County's determination regarding the suitability of officers shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission Enforcement Guidance 915.002 (4/25/12) and California Government Code Section 12952 regarding use of arrest, conviction and military discharge history in employment decisions which requires a weighing of (a) the nature and gravity of the offense or conduct; (b) the time that has passed since the offense, conduct, discharge or the employee's completion of any sentence given as a result of the offense; and (c) the nature of the job held or sought.”

**Answer:** No. The proposed language will not be added. As stated in Exhibit A, Scope of Work, Security Personnel Background and Experience, Section O.6.g., “consistent with applicable law” is included to confirm alignment with all applicable laws. Please note that any exception, modification, additions, deletions, or other alterations to the contract will render the proposal nonresponsive and subject it to disqualification. The County maintains sole discretion as to the suitability of all officers assigned to provide services under the contract.

**18.Question:** Will the County revise the sections cited below as follows to achieve alignment with applicable law? Contract Exhibit B Section 2.HH on pages B.18-B.19. insert the following as the last sentence:

- “Anything to the contrary notwithstanding, the County’s determination regarding the suitability of officers shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission Enforcement Guidance 915.002 (4/25/12) and California Government Code Section 12952 regarding use of arrest, conviction and military discharge history in employment decisions which requires a weighing of (a) the nature and gravity of the offense or conduct; (b) the time that has passed since the offense, conduct, discharge or the employee’s completion of any sentence given as a result of the offense; and (c) the nature of the job held or sought.”

**Answer:** No. The proposed modification will not be accepted. The County will comply with all applicable laws, guidelines, and regulations. However, the County will not limit the scope of discretion for determining the suitability of contractor’s personnel in accordance with contract requirements, to solely those statutes mentioned above. Please note that any exception, modification, additions, deletions, or other alterations to the contract will render the proposal nonresponsive and subject it to disqualification.

If you have any questions concerning the above information, please contact Messrs. Danny Medina at (626) 458-4080 or [dmedina@pw.lacounty.gov](mailto:dmedina@pw.lacounty.gov), or Eric Fong at (626) 458-4077 or [erfong@pw.lacounty.gov](mailto:erfong@pw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

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Very truly yours,

MARK PESTRELLA, PE  
Director of Public Works



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Administrative Services Manager III  
Business Relations and Contracts Division

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